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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/737,404	12/14/2000	Suman Kumar Inala	P3902D1	1791
24739	7590	05/10/2006	EXAMINER	
CENTRAL COAST PATENT AGENCY PO BOX 187 AROMAS, CA 95004			HUTTON JR, WILLIAM D	
			ART UNIT	PAPER NUMBER
			2176	

DATE MAILED: 05/10/2006

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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 09/737,404
Filing Date: December 14, 2000
Appellant(s): INALA ET AL.

Donald R. Boys, Reg. No. 35,074

For Appellant

This is in response to the appeal brief filed 09/16/2005 appealing from the Office Action mailed 08/12/2004.

EXAMINER'S ANSWER

(1) *Real Party in Interest*

A statement identifying by name the real party in interest is contained in the brief.

(2) *Related Appeals and Interferences*

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) *Status of Claims*

The statement of the status of the claims contained in the brief is correct.

(4) *Status of Amendments After Final*

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) *Summary of Claimed Subject Matter*

The summary of claimed subject matter contained in the brief is correct.

(6) *Grounds of Rejection to be Reviewed on Appeal*

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

US 5,983,227	Nazem et al.	11-1999
US 6,029,182	Nehab et al.	02-2000
US 6,356,905	Gershman et al.	03-2002
US 6,078,929	Rao	06-2000
US 6,006,333	Nielsen	12-1999
US 6,687,745	Franco et al.	02-2004

(9) Grounds of Rejection

The following grounds of rejection are applicable to the appealed claims:

Claims 1-5 and 7-11 remain rejected under 35 U.S.C. 103(a) as being unpatentable over Nazem et al., U.S. Patent No. 5,983,227, in view of Nehab et al., U.S. Patent No. 6,029,182, Gershman et al., U.S. Patent No. 6,356,905, and Rao, U.S. Patent No. 6,078,929.

Claim 1:

Nazem discloses *an Internet Portal* (see Figure 1; see Column 2, Line 52 through Column 3, Line 35 → Nazem discloses this limitation in that the dynamic page

generator system obtains content from the Internet, assembles the content into a Portal web page and displays the Portal web page on a browser), *comprising*:

- *an Internet-connected server* (see Figure 1; see Column 2, Line 52 through Column 3, Line 35 → Nazem discloses this limitation in that the system comprises web servers); *and*
- *a portal software executing on the server* (see Figure 1; see Column 2, Line 52 through Column 3, Line 35 → Nazem discloses this limitation in that the system comprises “my.yahoo.com,” a well-known Internet portal), *including a summary software agent* (see Figure 1; see Column 2, Line 52 through Column 3, Line 35 → Nazem discloses this limitation in that the system receives a request for the user’s custom summary page).

While Nazem also discloses “*summariz[ing] the retrieved information for delivery to the subscribing users,*” as recited in Lines 10-11 (see Figure 1; see Column 2, Line 52 through Column 3, Line 35; see Column 5, Lines 66 through Column 6, Line 3 → Nazem discloses this limitation in that the system obtains data from the web servers, stores summaries from each of the major news topics in the shared memory and allows the user to view them by pressing on the news topic header), Nazem fails to expressly disclose:

- *maintaining a list of Internet destinations at secure servers maintaining personal financial accounts for one or more of a plurality of subscribing users, and*
- *a summary software agent [that]:*

- *automatically logs in to the secure servers on behalf of, and transparent to, the subscribing users at the Portal,*
- *retrieves financial information personal to the subscribing users,*
- *stores the retrieved financial information at the portal, according to pre-programmed criteria, and*
- *summarizes the retrieved [financial] information for delivery to the subscribing users.*

Nehab teaches the steps of:

- *maintaining a list of Internet destinations **specifically authorized and specified by a subscribing user** (see Column 3, Line 5 through Column 4, Line 11 → Nehab teaches this limitation in that data retrieval system stores user-defined web site address information); and*
- *a summary software agent (see Column 3, Line 5 through Column 4, Line 11 → Nehab teaches this limitation in that system comprises a web reader that retrieves data from the Internet based on user-defined web site information, user-defined web site commands and user-defined formatting commands) [that]:*
 - *retrieves financial information for the subscribing users (see Column 1, Lines 18-34; see Column 3, Line 5 through Column 4, Line 11 → Nehab teaches this limitation in that web reader retrieves stock headlines for the users),*

- *stores the retrieved financial information at the portal, according to pre-programmed criteria* (see Column 3, Line 5 through Column 4, Line 11 → Nehab teaches this limitation in that system stores the retrieved data), *and*
- *summarizes the retrieved information for delivery to the subscribing users* (see Column 3, Line 5 through Column 4, Line 11 → Nehab teaches this limitation in that system automatically accesses, downloads and extracts data from the Internet and formats the data into a personalized document based on user-defined criteria),

for the purpose of allowing a user to retrieve data from multiple web servers and format that data in a manner that allows the user to scan and read the data in a natural fashion (see Column 2, Lines 51-55).

Accordingly, it would have been obvious to one having ordinary skill in the art (i.e., a computer programmer who writes code for Internet Portals) at the time the invention was made to modify the Internet Portal, disclosed in Nazem, to include:

- *maintaining a list of Internet destinations **specifically authorized and specified by a subscribing user**; and*
- *a summary software agent [that]:*
 - *retrieves financial information for the subscribing users,*
 - *stores the retrieved financial information at the portal, according to pre-programmed criteria, and*
 - *summarizes the retrieved information for delivery to the subscribing users,*

for the purpose of allowing a user to retrieve data from multiple web servers and format that data in a manner that allows the user to scan and read the data in a natural fashion, as taught by Nehab.

Nazem, in view of Nehab, fails to expressly disclose/teach:

- *maintaining a list of Internet destinations **at secure servers** maintaining **personal, proprietary financial accounts** for each one or more of a plurality of subscribing users.*

Gershman teaches:

- *maintaining a list of Internet destinations **at secure servers** maintaining **personal, proprietary financial accounts** for each one or more of a plurality of subscribing users (see Column 28, Line 43 through Column 29, Line 14; see Column 29, Line 18 through Column 30, Line 63; see Column 30, Line 66 through Column 31, Line 62; See Column 34, Line 55 through Column 36, Line 6; see Column 57, Lines 29-33 → Gershman teaches this limitation in that the system includes a summary agent that acts on behalf of a user in the area of personal finance, which includes paying bills for the user. This teaching of obtaining personal finance and bill payment information online via a summary agent, at a minimum, implies the use of secure servers and user authentication to access personal, proprietary financial accounts.),*

for the purpose of providing agent technology to provide targeted acquisition of information from the Internet (see Column 2, Lines 50-52).

Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the Internet Portal, disclosed in Nazem, in view of Nehab, to include:

- *maintaining a list of Internet destinations **at secure servers** maintaining **personal, proprietary financial accounts** for each one or more of a plurality of subscribing users,*

for the purpose of providing agent technology to provide targeted acquisition of information from the Internet, as taught by Gershman.

Nazem, in view of Nehab and Gershman, fails to expressly disclose/teach:

- *automatically logging in to the secure servers on behalf of, and transparent to the subscribing users, according to data stored for the subscribing users at the Portal.*

Rao teaches:

- *automatically logging in to the secure servers on behalf of, and transparent to the subscribing users, according to data stored for the subscribing users at the Portal*
(see Column 1, Lines 15-45; see Column 4, Lines 15-35; see Column 5, Lines

37-64; see Column 6, Line 66 through Column 7, Line 12 → Rao teaches this limitation in that the system comprises a Personal Name Space that allows a user to specify URLs to be accessed by agents, wherein the agents perform an authenticated access on behalf of the user via the user's password information), for the purpose of transparently accessing Internet resources, thereby making access to data on the Internet easier and more efficient (see Column 1, Lines 41-42; see Column 2, Lines 41-44).

Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the Internet Portal, disclosed in Nazem, in view of Nehab and Gershman, to include:

- *automatically logging in to the secure servers on behalf of, and transparent to the subscribing users, according to data stored for the subscribing users at the Portal,*

for the purpose of transparently accessing Internet resources, thereby making access to data on the Internet easier and more efficient, as taught by Rao.

Claim 2:

As indicated in the above discussion, Nazem, Nehab, Gershman and Rao teach the limitations of Claim 1.

Nehab teaches *a configuration and initiation interface for a subscriber to set up and start a summary search* (Nehab, Column 9, Lines 36-43 and Column 10, Lines 37-44).

Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to have combined the teachings of Nehab with Nazem because it would have provided the capability for facilitating searching and obtaining information from an Internet server.

Claim 3:

As indicated in the above discussion, Nazem, Nehab, Gershman and Rao teach the limitations of Claim 1.

Nehab teaches the summary searches are *configured for individual clients as templates stored and retrieved at the Internet-connected server* (Nehab, Column 7, Lines 27-34).

Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to have combined the teachings of Nehab with Nazem because it would have provided the capability for facilitating storing and retrieving information from an Internet server.

Claim 4:

As indicated in the above discussion, Nazem, Nehab, Gershman and Rao teach the limitations of Claim 1.

Nehab teaches *information retrieved in a summary search is to be retrieved by the subscriber* (Nehab, Column 10, Lines 22-36).

Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to have combined the teachings of Nehab with Nazem because it would have provided the capability for users to retrieve a summary search.

Claim 5:

As indicated in the above discussion, Nazem, Nehab, Gershman and Rao teach the limitations of Claim 1.

Nehab teaches *information retrieved in a summary search is downloaded immediately to the subscriber* (Nehab, Column 10, Lines 22-36).

Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to have combined the teachings of Nehab with Nazem because it would have provided the capability for users to view a summary of the desired information.

Claims 7-11:

Claims 7-11 are directed to a method for presenting the system of Claims 1-5, respectively. Thus, Nazem, in view of Nehab, Gershman and Rao, disclose/teach every limitation of Claims 7-11, as indicated in the above rejections for Claims 1-5.

Claims 1-5 and 7-11 are rejected under 35 U.S.C. 103(a) as being unpatentable over Nielsen, U.S. Patent No. 6,006,333, in view of Franco et al., U.S. Patent No. 6,687,745.

Claim 1:

Nielsen discloses *an Internet Portal, comprising:*

- *an Internet-connected server* (see Figure 1B → Nielsen discloses this limitation, as clearly indicated in the cited figure); *and*
- *a portal software executing on the server, including a software agent* (see Column 3, Lines 19 through Column 5, Line 7 → Nielsen discloses this limitation in that the system includes password management software),

wherein the Portal maintains a list of Internet destinations at secure servers (see Figure 2 → Nielsen discloses this limitation, as clearly indicated in the cited figure) *maintaining personal proprietary accounts for each one or more of a plurality of subscribing users* (see Column 1, Lines 31-36; see Column 1, Lines 63-65; see Column 3, Lines 19 through Column 5, Line 7 → Nielsen discloses this limitation in that the password management software automatically logs in the user to a web page having **limited access**. This disclosure, at a minimum, implies that information on such a “limited access” web page is both “*personal*” and “*proprietary*” in that a user name and password is required any time a user attempts to access that web page. One of ordinary skill in the art (i.e., a computer programmer who writes code for Internet Portals) at the time the invention was made would have realized upon a thorough reading of Nielsen that the disclosed “**limited access**” web pages included banking web

sites and the like. Additionally, Nielsen expressly discloses users subscribing to the web pages. Thus, the information on those web pages is both “*personal*” and “*proprietary*” to the subscribing users in that: 1) the information “relates to” and “affects” the subscribing users, and 2) each subscribing user is “one having an interest in” the information on the web pages.),

- *and the software agent:*
 - *automatically logs in to the secure servers on behalf of, and transparent to the subscribing users, according to data stored for the subscribing users at the Portal (see Figure 2; see Column 3, Lines 19 through Column 5, Line 7 → Nielsen discloses this limitation in that the password management software automatically logs in the user to a web page without the user having to enter a user name and password. The user names and passwords required for accessing the “limited access” web pages are stored in a table, as indicated in Figure 2.),*
 - *retrieves information proprietary to each one of the subscribing users (see Column 3, Lines 19 through Column 5, Line 7 → Nielsen discloses this limitation in that the system obtains information from the web pages and displays the information to the user) and*
 - *stores the retrieved information at the Portal, according to pre-programmed criteria (see Column 3, Lines 19 through Column 5, Line 7 → Nielsen discloses this limitation the user determines the conditions under which and the procedures how the retrieved information is stored).*

Nielsen fails to expressly disclose:

- *personal, proprietary **financial** accounts for subscribing users,*
- *retriev[ing] **financial** information proprietary to each one of the subscribing users,*
- *stor[ing] the retrieved **financial** information, and*
- *summarizes the retrieved information for delivery to the subscribing users.*

Franco teaches:

- *personal, proprietary **financial** accounts for subscribing users (see Figures 2 and 4A → Franco teaches this limitation in that the information delivery system comprises a “Stock Watcher” software module that includes information regarding a user’s stock portfolio and trading orders), and*
- *retriev[ing] **financial** information proprietary to each one of the users (see Figures 2 and 4A → Franco teaches this limitation in that the system comprises a “Stock Watcher” software module that displays information regarding a user’s stock portfolio and trading orders), and*
- *stor[ing] the retrieved **financial** information (see Figures 2 and 4A; see Column 10, Line 5 through Column 13, Line 14; see Column 14, Line 62 through Column 16, Line 40 → Franco teaches this limitation in that the system stores the displayed information), and*
- *summarizes the retrieved information for delivery to the subscribing users (see Figures 2 and 4A; see Column 10, Line 5 through Column 13, Line 14; see*

Column 14, Line 62 through Column 16, Line 40 → Franco teaches this limitation in that the system displays only those stocks chosen for display by the user) for the purpose of retrieving information from remote sources on the Internet (see Column 4, Lines 25-30).

Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the Internet Portal, disclosed in Nielsen, to include:

- *personal, proprietary **financial** accounts for subscribing users,*
- *retriev[ing] **financial** information proprietary to each one of the subscribing users,*
- *stor[ing] the retrieved **financial** information, and*
- *summarizes the retrieved information for delivery to the subscribing users,*

for the purpose of retrieving information from remote sources on the Internet, as taught in Franco.

Claims 2-5:

Nielsen fails to expressly disclose:

- *a configuration and initiation interface for a subscriber to set up and start a summary search (see Claim 2);*
- *summary searches that are configured for individual clients as templates stored and retrieved at the Internet-connected server (see Claim 3);*

- *information retrieved in a summary search that is retrieved by the subscriber (see Claim 4); and*
- *information retrieved in a summary search that is downloaded immediately to the subscriber (see Claim 5).*

Franco teaches:

- *a configuration and initiation interface for a subscriber to set up and start a summary search (see Figures 2 and 4A);*
- *summary searches that are configured for individual clients as templates stored and retrieved at the Internet-connected server (see Figures 2 and 4A);*
- *information retrieved in a summary search that is retrieved by the subscriber (the information retrieved in a summary search is retrieved by the subscriber in that the user chooses which stocks for which information is obtained); and*
- *information retrieved in a summary search that is downloaded immediately to the subscriber (see Figures 2 and 4A),*

for the purpose of providing links to remotely store information (see Column 4, Lines 25-30).

Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the Internet Portal, disclosed by Nielsen, to include:

- *a configuration and initiation interface for a subscriber to set up and start a summary search;*
- *summary searches that are configured for individual clients as templates stored and retrieved at the Internet-connected server;*
- *information retrieved in a summary search that is retrieved by the subscriber; and*
- *information retrieved in a summary search that is downloaded immediately to the subscriber,*

for the purpose of providing links to remotely store information, as taught by Franco.

Claims 7-11:

Claims 7-11 are directed to a method for presenting the system of Claims 1-5, respectively. Thus, Nielson, in view of Franco, disclose/teach every limitation of Claims 7-11, as indicated in the above rejections for Claims 1-5.

(10) Response to Argument

103(a) over Nazem, in view of Nehab, Gershman and Rao:

Appellant argues that Gershman fails to teach retrieving, storing and summarizing proprietary financial information, and that the “personal” aspects of the

system/service relate to the personal information stored in the user's profile. See *Appeal Brief* – Page 6, first paragraph.

The examiner disagrees.

The examiner does not use Gershman to teach retrieving, storing and summarizing proprietary financial information. Gershman is used to teach only “*maintaining a list of Internet destinations at secure servers maintaining personal, proprietary financial accounts for each one or more of a plurality of subscribing users,*” as indicated in the above rejection for Claim 1. Gershman teaches this limitation in that the system includes an agent that acts on behalf of a user in the area of personal finance, including paying bills for the user. In order for the agent to pay bills online, the agent accesses the user’s “proprietary financial information,” such as checking account numbers, credit card numbers and the like.

In support of Appellant’s argument, Appellant argues that the fact that Gershman teaches the use of “trusted” agents, which may err on the side of privacy of information, rather than on the side of stimulation of commerce, certainly does not express or indicate that **proprietary** financial information is retrieved. Appellant states that “the information retrieved and stored by the agents on behalf of the subscribing user is not owned solely by the subscribing user,” but rather, it is “personal” information that may be viewed and utilized by others who are not “trusted.” See *Appeal Brief* – Page 6, second paragraph.

The examiner disagrees.

The relevant claim language is:

"wherein the Portal maintains a list of Internet destinations at secure servers maintaining personal, proprietary financial accounts for each one or more of a plurality of subscribing users, and the summary software agent automatically logs in to the secure servers on behalf of and transparent to the subscribing users, according to data stored for the subscribing users at the Portal, retrieves financial information proprietary to each one of the subscribing users, stores the retrieved financial information at the portal, according to pre-programmed criteria, and summarizes the retrieved information for delivery to the subscribing user"

(see Claim 1, Lines 5-12).

This claim language is open-ended and does **not** require that the "proprietary" information be "owned solely by the subscribing user". Thus, in this argument, Appellant is interpreting the meaning of the term "proprietary" too narrowly.

During patent examination, the pending claims must be "given their broadest reasonable interpretation consistent with the specification." *In re Hyatt*, 211 F.3d 1367, 1372, 54 USPQ2d 1664, 1667 (Fed. Cir. 2000). This means that the words of the claim must be given their plain meaning unless Appellant has provided a clear definition in the specification. *In re Zletz*, 893 F.2d 319, 321, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989).

The examiner cannot locate a definition of the term “proprietary” in the specification. Thus, the examiner gives the term its plain meaning as follows: “of or relating to a proprietor” or “exclusively owned; private” (*The American Heritage® Dictionary of the English Language, Third Edition* copyright © 1992 by Houghton Mifflin Company). This definition of the term “*proprietary*” is applied everywhere the term is used in this Examiner’s Answer.

The information required to pay bills online is “proprietary” to the user in that the information belongs to the user. That is, the user is the “owner” of the information. For example, the user is the “owner” of: 1) the bills that are paid; and 2) the checking account or credit card that is used to pay the bills. This information owned by the user is both “proprietary” and “financial.”

Moreover, Appellant impliedly admits that the information retrieved by the “trusted” agents of Gershman is at least partly “owned” by the subscribing user and expressly admits that the information is “personal” (see *Appellant’s Appeal Brief* – Page 8, third paragraph, second sentence).

In support of Appellant’s argument, Appellant states that the agent is able to go online and pay bills for the subscribing user **without** retrieving financial information proprietary to the subscribing user. See *Appellant’s Appeal Brief* – Page 6, second paragraph.

The examiner disagrees.

In order for the agents in Gershman to pay bills for subscribing users, the agents must retrieve financial information that is “proprietary” to the subscribing user. For example, the agent must access a user’s account at the creditor’s database to find out how much the user owes the creditor. This information is both “financial” and “proprietary” to the user.

Additionally, Appellant appears to argue against the references individually by separating the Gershman reference from the other references used to make the 103 rejections. One cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

Finally, any novelty of Appellant’s invention should not be based upon the **type of information** that is processed. Instead, any novelty that is determined should come from the ***methods used*** to **process** that information.

In the present case, the Appellant’s invention is not novel and unobvious because the prior art discloses/teaches the “automatic login” feature and the “summarization” feature of Appellant’s invention with proper motivation to combine those features.

103(a) over Nielsen, in view of Franco:

Appellant argues that Nielsen fails to disclose **proprietary** information because having a subscription for accessing information on a website does not make that website information “proprietary.” Appellant further argues that Nielsen fails to disclose **proprietary** information because the information is accessible to others without authorization. See *Appeal Brief* – Page 7, second full paragraph through Page 8, first partial paragraph.

The examiner disagrees.

Nielsen expressly discloses: 1) the proliferation of limited access websites on the World Wide Web (see Nielsen → Column 1, Lines 31-34); and 2) that users subscribe to websites (see admission in *Appeal Brief* → Page 7, second full paragraph). By “subscribing” to a “limited access” website, the user becomes a “**proprietor**” of the information at that website. Thus, the website information disclosed in Nielsen is “proprietary.”

Finally, even if the website information disclosed in Nielsen were “accessible to others without authorization,” this would not negate the fact that the subscribing user is a “proprietor” of the website information, since a “proprietor” is “one having an interest **less than absolute and exclusive right.**”

Additionally, Appellant appears to argue against the references individually by separating the Nielsen reference from the Franco reference in the 103 rejections. One cannot show nonobviousness by attacking references individually where the rejections

are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

Appellant argues that Franco fails to teach maintaining **proprietary** financial information because: 1) the disclosed software is for a “droplet” application that allows the user to create an interactive interface for accessing remote information; and 2) Franco does not expressly state that the displayed stocks and trading orders shown in Figure 4A are owned by the subscribing user. See *Appeal Brief* – Page 8, first full paragraph.

The examiner disagrees.

The express, implicit and inherent disclosures of a prior art reference may be relied upon in the rejection of claims under 35 U.S.C. 102 or 103. Thus, any implied teaching found in Franco can be properly used in a rejection based on the prior art. Franco might be a patent for the “droplet” software, but it is a reference for everything that it expressly, implicitly and inherently discloses.

Franco expressly states that the invention retrieves applications and information from a remote source (see Franco – Column 4, Lines 43-47) and allows the user to selectively re-establish connection to the remote source for invoking and presenting the remotely stored applications and information on an as-needed basis (see Column 5, Lines 5-9). Figures 2 and 4 show the “Stock Watcher” application, which displays a user’s trading orders (see Figure 2) and current statistics for stocks (see Figure 4). The

cited text and figures imply that a user may review and update his trading orders on an as-needed basis. Additionally, the trading orders are certainly “proprietary” to the user in that the orders are “owned” by the user and unknown to third parties.

Moreover, the cited figures and text impliedly disclose that a user of the software also “owns” the stocks for which trading orders are given (see Figure 2) and current statistics are displayed (see “Portfolio” tab in Figure 4). For example, in order to sell a stock (as specified in a “sell” order), the seller must **own** the stock. Also, a user’s stock “portfolio” comprises stocks **owned** by the user.

Accordingly, Franco teaches maintaining proprietary financial information.

Appellant argues that Franco fails to teach “retrieving” “proprietary financial information” because the information displayed in Figure 4A of Franco is not specifically taught to be the user’s stock portfolio and trading orders. See *Appeal Brief* – Page 8, second full paragraph.

The examiner disagrees.

As indicated in the above discussion, Franco at least impliedly teaches retrieving proprietary financial information. Appellant’s arguments regarding the definition of the term “proprietary” have been fully addressed and will not be repeated here.

Additionally, Appellant appears to argue against the references individually by separating the Franco reference from the Nielsen reference in the 103 rejections. One cannot show nonobviousness by attacking references individually where the rejections

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are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

(11) Related Proceedings Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,



Doug Hutton

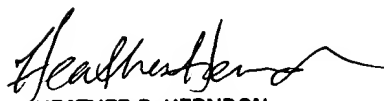
Primary Examiner

Tech Center 2100


WDH
May 3, 2006

Conferees:

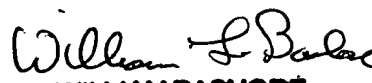
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